

## TERMS OF USE

*Last revised on 06/11/2018*

These legal TERMS OF USE (English Law applies) are between you and ThisThat Limited (ThisThat, us, we, the Service, The Agreement) and you agree to them by creating an account and using the Service).

You should read this document along with our [Privacy Policy](#) and [Safety Advice](#).

### **How to contact us:**

You can contact us through the ThisThat app, by email at [ivison@thisthatapp.com](mailto:ivison@thisthatapp.com) or [osborne@thisthatapp.com](mailto:osborne@thisthatapp.com), by phone on [+44 7909 446770](tel:+447909446770) or by letter to:

ThisThat Ltd  
93 George Street  
Edinburgh  
EH2 3ES

We will contact you in English via the ThisThat app, or through your email, phone or home address. Please advise us if any of these change.

### **1. Acceptance of the Terms of Use Agreement**

By creating a ThisThat account or by using the ThisThat app and website ([www.thisthatapp.com](http://www.thisthatapp.com)) whether on a mobile device, mobile application or computer (collectively, the "Service") you agree to be bound by (i) these terms of use, (ii) our [Privacy Policy](#) and [Safety Advice](#), each of which is referenced in this Agreement, and (iii) any and all terms disclosed and agreed to by you if you purchase additional features, products or services ThisThat offers on the Service (collectively, this "Agreement"). If you do not accept the terms and agree to be bound by all of the terms of this Agreement, you may not and will not use this Service.

Changes to this Agreement can and will be made over time. Reasons for doing so include changes in law and legislation, new features, or changes in business practices. The most recent version of this Agreement will be available to view in "Services" under "Settings" on all ThisThat Platforms (mobile, tablet, application and website). You should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of these changes by reasonable means, which could include notifications through the "Services" or via email, with the email you provide in your account credentials. If you continue using "Services" provided by ThisThat after the changes become effective, then you agree to the revised Agreement.

## **2. Eligibility.**

You must be at least 13 years of age to create an account on ThisThat and use the Service. By creating an account and using the Service, you represent a warrant that:

- you form a binding contract with ThisThat,
- you are not a person that is barred from using the Service under the laws of the United States or United Kingdom or any other applicable jurisdiction from any nation worldwide. You do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition,
- you will comply with this Agreement and all applicable local, state, national and international law, rules and regulations,
- you have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry in any nation,
- below the age of 18 you have permission from a family member or legal guardian to use the Service, who is at least 18 years of age or older, and
- if you are unable to read or understand these terms you have been made aware of all terms of this Agreement by someone who is able to do so.

## **3. Your Account.**

In order to use ThisThat, you may sign in using your email address, phone number, thumbprint or Facebook login. If you do so, you authorise ThisThat access to certain Facebook account information that may be used, including but not limited to you public Facebook profile and information about Facebook friends you share in common with other ThisThat users. We do not share any information without your consent. For more information about the information we collect from you and how we use it, please visit our Privacy Policy.

You are entirely responsible for maintaining the privacy of you login credentials you use to sign up for ThisThat, and are solely responsible for all activities that occur under those credentials. If you believe someone has gained access to your account please change your password, delete your account or contact [osborne@thisthatapp.com](mailto:osborne@thisthatapp.com).

## **4. ThisThat Website.**

ThisThat website contains some features of the app as well as this Agreement and the terms of our Service. Please refer to [www.thisthatapp.com](http://www.thisthatapp.com) if you are unaware of the terms and conditions outlined in this Agreement.

ThisThat also provides subscriptions holders (Premium and Enterprise) access to their data collected on ThisThat through our website. All actions performed on [www.thisthatapp.com](http://www.thisthatapp.com) must comply with criteria outlined in this Agreement.

## **5. Modifying the Services and Termination.**

ThisThat will frequently release new features and Services to bring additional functionality that you will find engaging, useful and enjoyable. As a result we may add enhancements as well as remove functions and features to align with our overall product strategy. If these amendments affect your rights or obligations we will provide users with notifications in advance of these changes by reasonable means, which could include notifications through the "Services" or via email. If you continue using "Services" provided by ThisThat after the changes become effective, then you agree to the revised Agreement. If changes do not affect your rights or obligations we may not provide you with notice before enforcing the changes.

You may terminate or delete your account at any time, for any reason, by following the instructions found in "Settings" in the Service. However you will need to manage your in app purchases through your mobile device platform. e.g., iTunes, Google Play). ThisThat may terminate or delete your account at any time without notice if we believe you have violated this Agreement. Upon such termination, you will not be entitled to a refund on any in app purchase, subscriptions or continued use of any of ThisThat's Service. Accounts that are terminated can never be reinstalled. The credentials of those users will be deleted and that particular user may never again use the Service provided by ThisThat.

## **6. Safety; Your Interaction with Other Users on ThisThat.**

ThisThat encourages a respectful use of its features and respect given to other users on the platform. Users are solely responsible for their actions on and off the Service provided by ThisThat. ThisThat does not encourage interaction between users if they do not wish to communicate with each other. ThisThat is not responsible for the conduct of any user on or off the Service. You agree to these cautions in all interactions with other users, particularly if you decide to communicate off the Service or meet in person. In addition, you agree to review and follow ThisThat's Safety Advice located on [www.thisthatapp.com](http://www.thisthatapp.com), prior to using the Service.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT THISTHAT DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. THISTHAT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. THISTHAT RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS. ANY MISCONDUCT ON THE PLATFORM WILL RESULT IN TERMINATION OF THE PERPETRATORS ACCOUNT.

## **7. Rights ThisThat Grants You and End User License Agreement ("EULA").**

ThisThat provides you with a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sub-licensable license to access and use the Services.

This license is for the sole purpose of letting you use and enjoy the Services' benefits as intended by ThisThat and permitted by this Agreement. Henceforth, you agree not to:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, publish, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without ThisThat's prior written consent.
- express or imply or claim that any statements you make are endorsed by ThisThat.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- use the Services in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- upload viruses or other malicious code or otherwise compromise the security of the Services.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- "frame" or "mirror" any part of the Service without ThisThat's prior written authorisation.
- use meta tags or code or other devices containing any reference to ThisThat or the Service (or any trademark, trade name, service mark, logo or slogan of ThisThat) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- use or develop any third-party applications that interact with the Services or other users' Content or information without our written consent.
- use, access, or publish the ThisThat's application programming interface without our written consent.
- probe, scan or test the potential vulnerability of our Services or any system or network.
- encourage or promote any activity that violates this Agreement publicly or privately.

The Company may investigate and take any available legal action in response to illegal and/or unauthorised uses of the Service, including termination of your account.

Use of the Service is subject to EULA and its terms and conditions. ThisThat grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to create an account for your personal use of the Service as provided by ThisThat in the manner permitted by this EULA. The rights granted herein are subject to your compliance with EULA.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

## **8. Rights you Grant ThisThat.**

By creating an account, you grant ThisThat a transferable, worldwide, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorise us to access from Facebook, email and ThisThat account information as well as any information you post, upload, display or otherwise make available (collectively, "post") on the Service or transmit to other users (collectively, "Content"). Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection and GDPR to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorise us to install onto the Service may be viewed and analysed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other ThisThat users).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to ThisThat above. You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behaviour towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

In consideration for ThisThat allowing you to use the Services, you agree that we, our affiliates, and our third-party partners may place advertising on the Services unless the user has paid for advertising material to be removed as part of our subscription package options. By submitting suggestions or feedback to ThisThat regarding our Services, you agree that ThisThat may use and share such feedback for any purpose without compensating you.

You agree that ThisThat may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to:

- (i) comply with legal process;
- (ii) enforce this Agreement;

- (iii) respond to claims that any Content violates the rights of third parties;
- (iv) respond to your requests for customer service; or
- (v) protect the rights, property or personal safety of the Company or any other person.

## **9. ThisThat Community Rules.**

By using the Services provided by ThisThat you agree that you will not perform any of the following actions:

- use the Service for any illegal activity or activity prohibited by this Agreement.
- spam, solicit money from, extort or defraud any users.
- impersonate any person or entity or post any images of any person you are impersonating without his or her permission.
- bully “stalk”, intimidate, harass or defame any person.
- post any Content that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or content right.
- post any content that promotes racism, bigotry, hatred or physical harm of any kind against any group, society, community or individual.
- post any content that is hate speech, threatening, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- post Content anonymously that is hate speech, threatening, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- post Content anonymously that promotes racism, bigotry, hatred or physical harm of any kind against any group, society, community or individual.
- post Content anonymously that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or content right.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission.
- use another user’s account.
- create another account if we have already terminated your account, unless you have our permission.

ThisThat has the right to analyse your account and terminate your account without refund of any purchases if it violates the terms outlined in this Agreement. Termination is justified if you misuse the Service or behave in any way that ThisThat deems to be unlawful, including actions or communications that occur off the Service but involves users you interact with on the Service.

## **10. Other User’s Content.**

ThisThat reserves the right to analyse and delete Content that violates the terms of this Agreement. Such Content is the personal and sole responsibility of the user that generates it. As a result ThisThat cannot guarantee that all Content will comply with this Agreement. ThisThat has measures in place to identify and delete Content that doesn’t

comply with the Terms of this Agreement. These include the "Report Abuse" button giving other users the ability to notify ThisThat of a potential breach of Terms outlined in this Agreement. ThisThat is obliged to act upon a breach of Terms outlined in this Agreement within 24 hours of it first being identified. If you see Content that breach the terms and conditions of this Agreement, please report it within the Services or via [ivison@thisthatapp.com](mailto:ivison@thisthatapp.com) or [osborne@thisthatapp.com](mailto:osborne@thisthatapp.com).

## **11. Notice and Procedure for Making Claims of Copyright Infringement.**

Content that has been copied and posted on the Service may infringe copyright laws. If your Content has breached copyright laws please feel free to pursue the matter and provide your Copyright Agent with the following information:

- an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent. For more information please seek advice for from

UK: IPO Information Centre [information@ipo.gov.uk](mailto:information@ipo.gov.uk)

Telephone: 0300 300 2000

Fax: 01633 817777

U.S: Copyright Law of the United States and Related Laws Contained in title 17 of the United States Code.

## **12. Disclaimers.**

THISTHAT OFFERS THE SERVICE ON AN "AS IS" AND "AS PROVIDED" BASIS AND TO THE EXTENT AVAILABLE BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THISTHAT DOES NOT REPRESENT A WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, AND ERRORS IN THE SERVICE WILL BE MENDED, AND CONTENT OR INFORMATION YOU RECEIVE THROUGH THE SERVICE WILL BE ACCURATE.

THISTHAT TAKES ZERO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY CONTENT YOU RECEIVE THROUGH THE SERVICE IS VIEWED AT YOU OWN DISCRETION AND RISK.

### **13. Third Party Services.**

This Service may contain advertisement and promotions offered by third parties including links that can be used to navigate to other websites or services. ThisThat does not take any responsibility for the availability or lack there of such available external content or resources. If users interact with third parties they do so at their own risk and the user is then governed by the terms provided by the third party. ThisThat is not liable or responsible for any users interaction with third parties. ThisThat is not liable or responsible for such third parties terms or actions.

### **14. Limitations of Liability.**

TO THE ENTIRE EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCE WILL THISTHAT, ITS AFFILIATES, STAFF, EMPLOYEES, ADVISORS, BOARD MEMBERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE AND PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS OR USE OF THE SERVICE (II) YOUR INABILITY TO ACCESS OR USE OF THE SERVICE, (III) UNAUTHORISED ACCESS TO THE SERVICE OR UNAUTHORISED USE THE SERVICE OR UNAUTHORISED ALTERATION OF YOUR CONTENT, EVEN IF THISTHAT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CIRCUMSTANCE WILL THISTHAT'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE PROVIDED EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO THISTHAT FOR THE SERVICE PROVIDED WHILE YOU MAINTAIN AND OWN AN ACCOUNT OF YOURS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR OMISSION OF PARTICULAR DAMAGES AND AS A RESULT SOME OR ALL OF THE OMISSIONS MAY NOT APPLY TO YOU.

### **15. Venue.**

All claims, except for users residing in EU or European Economic Activity Areas, who may bring claims in their country of residence with applicable law, will occur exclusively in



Courts of England and Wales or Courts of Scotland. All other claims arising out of or relating to this Agreement or the Services will be litigated exclusively in the Courts of England and Wales or the Courts of Scotland and you and ThisThat consent to personal jurisdiction in these courts.

## **16. Indemnity by You.**

You hereby grant ThisThat, to the extent permitted under applicable law, to indemnify, defend and hold harmless ThisThat, our affiliates, and their and our respective officers, directors, agents, employees, staff and advisors from and against any and all demands, complaints, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to you creation of a ThisThat account, your use of the Service, the Content shown on the Service, you own Content, or your breach of this Agreement.

## **17. Comparisons of People on ThisThat.**

ThisThat is a polling and voting platform. Users are encouraged to post polls on a wide variety of topics. However you may not post polls comparing users in a manner that can be deemed as bullying or incite negative judgement on the person in question without their opinion whether posting anonymously or with your account visible. ThisThat has a zero tolerance policy to bullying or judgement of people in a negative manner without consent of the person in question. You may not use the service to incite bullying or judgment of people without their permission. This coincides with what you may post outlined in Section 9. ThisThat reserves the right to terminate accounts of users that compare people in ways that breach the Terms of this Agreement. Users also have the right to notify ThisThat of people that breach this term or by "reporting abuse" ("report abuse") on the Service.

## **18. Kin; Kin Wallet; Kin Earn and Spend Opportunities**

ThisThat facilitates your access to a decentralised blockchain ecosystem stewarded by the Kik US, Inc. d/b/a Kin Ecosystem (the "Kin Ecosystem", and such decentralised blockchain ecosystem, the "Ecosystem") and use of the native token within the Kin Ecosystem ("Kin"). You can find out more about Kin and the Ecosystem at the following website: [www.kinecosystem.org](http://www.kinecosystem.org).

You agree that (a) you are using Kin at your own risk, on an as-is and where-is basis; (b) you will abide by any policies made available by the Ecosystem in respect of the Ecosystem; (c) ThisThat is not representing or warranting that Kin has any real monetary value; (d) ThisThat may discontinue its integration of Kin or the Ecosystem within the ThisThat Service at any time for any reason; and (e) ThisThat is not responsible for any Kin applications or opportunities developed by third parties.

(1) Kin Wallet. We may make available wallet services within the ThisThat Service for you to store Kin, including Kin that you have earned through the ThisThat Service. The wallet is accessible to any person that has access to your account with us. Accordingly, you acknowledge and agree that it is your responsibility to maintain the safety and security of your password to the ThisThat Service and that any person having access to your account may be able to spend Kin that you have stored in your wallet.

(2) Kin Native Earn and Spend Opportunities. We may make available to you opportunities from us or third parties to earn and spend Kin. While some of these opportunities will be integrated within the ThisThat application and, accordingly, may appear as though they are part of the ThisThat Service, some of these opportunities are from third parties and not ThisThat. While we may bring to your attention that an opportunity is made available by a third party, it is your responsibility to carefully review each opportunity.

(3) Kin Marketplace Earn and Spend Opportunities. We may make available to you access to the marketplace that is made available by the Kin Ecosystem (the "Kin Marketplace), where you may explore opportunities to earn and spend Kin. You acknowledge and agree that these opportunities are not endorsed by us. It is your sole responsibility to exercise judgement in evaluating and participating in any such opportunities and we are not responsible for any earn and spend opportunities made available on the Kin Marketplace.

(4) Irreversibility of Kin Transactions. You acknowledge that Kin transactions, including each time you spend or transfer Kin, are irreversible and that it is your sole responsibility to ensure you make each decision to spend or transfer Kin carefully.

## **19. Conclusion**

This Agreement, with the Privacy Policy, Safety Advice and Data Privacy Notice contains the entire agreement between you and ThisThat regarding the use of the Service provided by ThisThat. You agree that your ThisThat account is non-transferable and you and all your rights to your account and its content terminate upon your death. You may not represent ThisThat or bind ThisThat in any manner.

## **THISTHAT LTD**

Company Number SC576515

A Private Limited Company incorporated on 15 September 2017

Registered office address is Regus 93 George Street Edinburgh, Regus, 93 George Street, Edinburgh, Scotland, EH2 3ES

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